

EXHIBIT D

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

FIDELITY & GUARANTY INS. CO.,
Plaintiff

v.

CIVIL ACTION NO.:
04-10250-EFH

STAR EQUIPMENT CORPORATION,
ET AL.,
Defendants.

O R D E R

November 29, 2006

HARRINGTON, S.D.J.

In response to the joint motion of Plaintiff Fidelity & Guaranty Insurance Company (“F&G”) and the Defendant Town of Seekonk, Seekonk Water District (“Seekonk”) for reconsideration of the Court’s order denying their joint motion to enforce the Settlement Memorandum of Understanding (“Settlement Agreement”), the Court, after hearing and consideration of the parties’ submissions on that motion, rules as follows:

The joint motion for reconsideration to enforce the Settlement Agreement executed by the parties in this case and their attorneys on March 4, 2006, following a mediation at the court with ADR Panel Member Scott A. Birnbaum, Esq., is allowed and enforcement shall be granted. The Settlement Agreement, written by the mediator, provides:

1. Fidelity and Guaranty Ins. Co. (“Fidelity”) will pay to the Seekonk Water District/Town of Seekonk, Mass., the sum of Fifty Thousand dollars (\$50,000.00);

2. The parties hereto agree to release all claims asserted in the action entitled Fidelity & Guaranty Ins. Co. v. Star Equipment Corp. et. al., Civil Action No. 04-10250-EFH (D.Mass.), except that Star, Charlene Foran and John Foran and Fidelity do not release claims and defenses they have against each other.
3. This settlement is conditioned upon:
 - a) Approval by appropriate municipal authorities; and
 - b) Execution of customary releases and settlement agreement.

The Settlement Agreement was duly executed by all parties, their counsel and the mediator.

The trial between Plaintiff Fidelity & Guaranty Insurance Company and Defendant Star Equipment Corporation, et al., shall be held as scheduled on March 26, 2007.

SO ORDERED.

/s/ Edward F. Harrington
EDWARD F. HARRINGTON
United States Senior District Judge